Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes   FFL MNDCL-S OPC // CNR RP

Introduction

This hearing dealt with two application pursuant to the *Residential Tenancy Act* (the
"**Act**"). The landlord's for:

- an Order of Possession for non-payment of rent and for a breach of a material
  term of the tenancy pursuant to section 55;
- a monetary order in the amount of $2,543.75 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant
  to section 72.

And the tenants' for:

- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the
  "**10 Day Notice**") pursuant to section 46; and
- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the
  "**One Month Notice**") pursuant to section 47.

Tenant KD attended the hearing on behalf of both tenants. The landlord was
represented by is agent ("**EH**"). Both were given a full opportunity to be heard, to
present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Severing

I order, pursuant to Rule of Procedure 2.3, that the tenants' claim be severed. Rule 2.3
requires that claims in an application be related to each other and provides arbitrators
with the discretion to dismiss unrelated claims. I find that the tenants' claim regarding
repairs needed to the rental unit is not sufficiently related to their claim seeking the
cancellation of the 10 Day Notice and the One Month Notice. Accordingly, I dismiss the
tenants' application for an order that the landlord repair the rental unit, with leave to
reapply.

Analysis

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenants will vacate the rental unit by February 18, 2019 at 1:00 pm.
2. The tenants will pay:
    a. to the landlord:
        i. $2,526.05;
        ii. the full balance of December 2019 rent on December 1, 2019;
        iii. the full balance of January 2020 rent on January 1, 2020; and
        iv. 50% of February 2020 rent on February 1, 2020.
    b. to the City of Saanich:
        i. $17.70; and
        ii. the full balance of the December 2019 water bill, when it becomes due.
3. The landlord will address the security deposit at the end of the tenancy in accordance with the provisions of the Act

These particulars comprise the full and final settlement of all aspects of this dispute for the parties (this agreement does not apply to the tenants' application for repairs). The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute between these two parties.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the tenants and the landlord and as discussed with them during the hearing, I issue the attached order of possession ordering that the tenants vacate the rental unit on February 18, 2020 at 1:00 pm.

Should the party fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 22, 2019

_____
Residential Tenancy Branch